

TRUST DEED AND NOTE
MODIFICATION AGREEMENT

THIS AGREEMENT made and entered into as of this the 2nd day of April, 2006, by and between BHARAT PATEL, MUKESH PATEL and ARVIND PATEL (hereinafter referred to as "Lender"), and VIJAYA LAXMI, L.L.C., a Mississippi limited liability company (hereinafter referred to as "Borrower").

WITNESSETH:

WHEREAS, Borrower is indebted to Lender for borrowed money as evidenced by a certain Promissory Note in the original principal sum of Three Hundred Sixty Thousand Eight Hundred Seventy One and 77/100 Dollars (\$360,871.77), dated April 2, 2003, held by Lender and secured by a Deed of Trust recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Book 1692, Page 0444; and

WHEREAS, Borrower desires to obtain from Lender a modification of the terms of payment of the aforesaid Note and Lender is willing to grant said modification upon agreement of Borrower to make, keep and perform all the terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid to Lender, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do agree as follows:

1. The indebtedness as evidenced by the aforesaid Promissory Note in the original principal sum of Three Hundred Sixty Thousand Eight Hundred Seventy One and 77/100 Dollars (\$360,871.77) Dollars dated April 2, 2003, and the present principal balance of \$190,496.33 held by Lender is hereby modified so the same shall be paid together with interest as hereinafter provided:

monthly installments of principal and interest, calculated at the rate of 9.5%, in the amount of \$2,464.98 shall be paid beginning August 2, 2006, and on the 2nd day of each month thereafter to and including ~~March~~ ^{June} 2, 2009, and on ~~April~~ ^{July} 2, 2009, the entire remaining balance of all principal and interest shall be due and payable. *June **July

2. Lender agrees to make a notation upon its records showing that the Note aforesaid has been modified as set forth herein.

3. In consideration of the modification granted herein, Borrower promises to pay said indebtedness as set forth hereinabove, to keep and perform all the covenants, terms and conditions contained in said Deed of Trust, mortgage, deed to secure debts, note, security agreement, loan agreement, or other agreements or documents governing the terms and conditions of the borrowing affected hereby, in default of which the Holder of said indebtedness, at its option, may declare said indebtedness accelerated and matured for all purposes, and may proceed to foreclose on any of the collateral held to secure same, or to exercise at its option any right or privilege granted in any of said agreements or documents or by law.

4. The terms, covenants, and conditions of any such agreement or document or of any note are hereby incorporated herein by reference. It is expressly understood and agreed that the terms, covenants and conditions of all instruments evidencing or securing the debts shall remain in full force and effect, and shall in no manner be affected by the execution of this agreement except as the same are expressly extended or modified herein.

5. The execution of this agreement does not discharge any of the obligors, sureties, endorsers, or guarantors of the Note, and all rights of the Lender against any or all of the same

are expressly reserved. This Modification Agreement is executed by obligors, sureties, endorsers, or guarantors as makers of the Note secured by the aforesaid Deed of Trust to acknowledge the continuing liability as evidenced by the Note herein described.

6. A full release of the Trust Deed aforesaid shall constitute a release of this agreement.

7. This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, next of kin, successors, assigns, transferees, and grantees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) as of the 2nd day of April, 2006.

LENDER:

BORROWER:

Bharat Patel
BHARAT PATEL

Mukesh Patel
MUKESH PATEL

Arvind Patel
ARVIND PATEL

VIJAYA LAXMI, L.L.C.

BY: Baldev R. Patel
BALDEV R. PATEL
CHIEF MANAGER

GUARANTORS:

Baldev R. Patel
BALDEV R. PATEL

Kanta B. Patel
KANTA B. PATEL

Vijay B. Patel
VIJAY B. PATEL

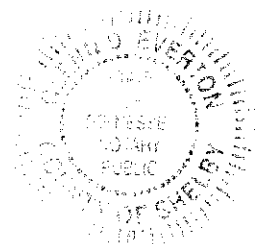
STATE OF Tennessee
COUNTY OF Shelby

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Baldev R. Patel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chief Manager of VIJAYA LAXMI, L.L.C. the within named bargainor, a corporation, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such Chief Manager.

WITNESS my hand and Notarial Seal at office this 25th day of July, 2006.

Glenn D. Everton
Notary Public

My Commission expires: 2/23/09

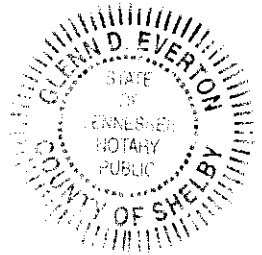


STATE OF Kentucky
COUNTY OF Shelby

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared BHARAT PATEL, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal this 31st day of July, 2006.

Glenn D. Everton
Notary Public



My Commission expires: 2/23/09

STATE OF MASS
COUNTY OF Middlesex

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared MUKESH PATEL, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal this 27 day of July, 2006.

[Signature]
Notary Public



My Commission expires: [Signature]
ROBIN E ALLEN
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires Dec. 01, 2006

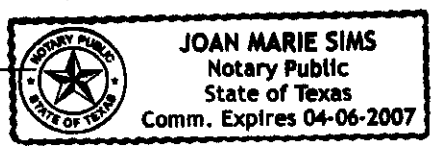
STATE OF Texas
COUNTY OF Brazos

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared ARVIND PATEL, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal this 7th day of August, 2006.

Joan Marie Sims
Notary Public

My Commission expires: 4-6-2007



STATE OF Tennessee
COUNTY OF Shelby

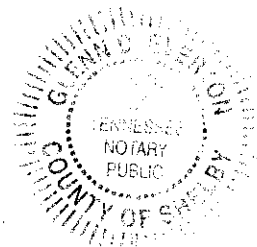
Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared BALDEV R. PATEL, KANTA B. PATEL and VIJAY B. PATEL, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal this 25th day of July, 2006.

Glenn C. Clift
Notary Public

My Commission expires: 2/23/09

This Instrument Prepared By:
GRIFFIN, CLIFT, EVERTON & THORNTON, PLLC
6489 Quail Hollow, #100
Memphis, Tennessee 38120
File No. 4034619B



Return To: Preparer (GDE/vg)